

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Satisfactions Of Second Mortgage – (4)**DEPARTMENT:** Planning & Development **DIVISION:** Community Resources**AUTHORIZED BY:** Donald Fisher **CONTACT:** Annie Knight **EXT.** 7384**Agenda Date** 09/09/2003 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute four Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program.

**BACKGROUND:**

On April 25, 1995 Seminole County assisted Gerald T. Martin, Jr. and Julie E. Martin with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Gerald T. Martin, Jr. and Julie E. Martin resided in the house for a twenty or thirty year period. However, Gerald T. Martin, Jr. and Julie E. Martin breached the mortgage agreement by applying to refinance their home prior to this twenty or thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Gerald T. Martin, Jr. and Julie E. Martin did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Gerald T. Martin, Jr. and Julie E. Martin. (see attached)

On July 29, 1994 Seminole County assisted Lucious L. Brown, Sr. and Sonya M. Brown with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Lucious L. Brown, Sr. and Sonya M. Brown resided in the house for a twenty or thirty year period. However, Lucious L. Brown, Sr. and Sonya M. Brown breached the mortgage agreement by applying to refinance their home prior to this twenty or thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Lucious L. Brown, Sr. and

Reviewed by:	<u>SM</u>
Co Atty:	<u>                    </u>
DFS:	<u>                    </u>
Other:	<u>                    </u>
DCM:	<u>                    </u>
CM:	<u>                    </u>
File No.	<u>-cpdc01</u>

Sonya M. Brown did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Lucious L. Brown, Sr. and Sonya M. Brown. (see attached)

On December 3, 1997 Seminole County assisted Stacy Morningstar with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Stacy Morningstar resided in the house for a ten year period. However, Stacy Morningstar breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Stacy Morningstar did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Stacy Morningstar. (see attached)

On January 24, 2000 the Greater Seminole County Chamber of Commerce assisted Eileen M. White with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced.

At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached). Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the unit to remove the now-satisfied lien.

## SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 25th day of April, 1995 from Gerald T. Martin, Jr. and Julie E. Martin, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 2907, Page 1680, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of September, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by the  
Board of County Commissioners  
at their \_\_\_\_\_,  
2003, regular meeting.

\_\_\_\_\_  
County Attorney

Downpayment Assistance Program

Second Mortgage Deed

33/160  
4.16

THIS SECOND MORTGAGE DEED, executed the 25th day of April, 1995 A.D. by Gerald T. Martin Jr and Julia E. Martin, hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 E First Street Sanford, Florida 32771, hereinafter called the Mortgagee:

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO  
SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF  
INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d)  
FLORIDA STATUTES

This instrument was  
prepared by:

Jeanette Andrews  
225 S. Westmonte Dr  
Altamonte Springs  
Florida 32714

RETURN TO:  
Royal American Title Inc  
225 S. Westmonte Dr #1160  
Altamonte Springs, FL 32714

OFFICIAL RECORDS  
BOOK  
PAGE  
2907 1680  
SEMINOLE CO. FL.

MARYANNE MOHSE  
CLERK OF CIRCUIT COURT

696899

SEMINOLE COUNTY, FL.  
RECORDED & VERIFIED  
95 APR 25 PM 3:01

Royal American

Downpayment Assistance Program

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 28, Block B, LAKE BRANTLEY ISLES SECOND ADDITION, according to the Plat thereof as recorded in Plat Book 11, page 5, Public Records of Seminole County, Florida.

OFFICIAL RECORDS  
BOOK PAGE  
2907 1681  
SEMINOLE CO. FL.

DOWNPAYMENT ASSISTANCE PROGRAM

## Downpayment Assistance Program

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, included lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented or subleased. Should the property remain owner-occupied and not be rented, leased or subleased for the life of the mortgage of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable less a pro-rata percentage for each year of occupancy (i.e., 5% per year for a twenty (20) year mortgage, or 3.3% per year for a thirty (30) year mortgage) as applicable.

**Downpayment Assistance Program**

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

*Jeanette Andrews*  
Print Name: JEANETTE ANDREWS

*Gerald T. Martin Jr.*  
Print Name: GERALD T. MARTIN JR

*Deanna Sheaffer*  
Print Name: DEANNA SHEAFFER

*Julie E. Martin*  
Print Name: JULIE E. MARTIN

2505 Pleasant Dr  
Longwood, FL 32779

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of April, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gerald T. Martin Jr. and Julie E. Martin, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*M. DeAnna Sheaffer*  
Name: M. DEANNA SHEAFFER  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL SEAL  
M. DeAnna Sheaffer  
My Commission Expires  
July 20, 1996  
Comm. No. CC 213714

OFFICIAL RECORDS  
BOOK  
PAGE  
2907 1683  
SEMINOLE CO. FL.

## Downpayment Assistance Program

EXHIBIT "B"

### SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of three thousand five hundred (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. This debt shall be permanently forgiven twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (30) years (as applicable).

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

#### DEFAULT

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO  
SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF  
INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(c)  
FLORIDA STATUTES

This instrument was  
prepared by:

Jeanette Andrews  
225 S. Westmonte Dr  
Altamonte Springs  
Florida 32714

SEMINOLE CO. FL.

2907 1684

OFFICIAL RECORDS  
BOOK PAGE

SEMINOLE COUNTY

INTANGIBLE PERSONAL PROPERTY



**Downpayment Assistance Program**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 28, Block B, LAKE BRANTLEY ISLES SECOND ADDITION, according to the Plat thereof as recorded in Plat Book 11, Page 5, Public Records of Seminole County, Florida.

OFFICIAL RECORDS  
BOOK PAGE  
2907 1685  
SEMINOLE CO. FL.

## Downpayment Assistance Program

1. The sale of the subject home and real property, within twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within twenty (20) or thirty (30) years of the date of execution of this Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

SEMINOLE CO. FL.

2907 1686

OFFICIAL RECORDS  
BOOK PAGE

### CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly forgiveness deduction.

### MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

**Downpayment Assistance Program**

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

Jeannette Andrews  
Print Name: JEANNETTE ANDREWS

Gerald T. Martin Jr  
Print Name: GERALD T. MARTIN JR

Deanna Sheaffer  
Print Name: DEANNA SHEAFFER

Julie E. Martin  
Print Name: JULIE E. MARTIN

SEMINOLE CO. FL.

2907 1687

OFFICIAL RECORDS  
BOOK PAGE

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of April, 1995 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Gerald T. Martin Jr and Julie E. Martin, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced drivers license as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

M. DeAnna Sheaffer  
Name: M. DEANNA SHEAFFER  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL SEAL  
M. DeAnna Sheaffer  
My Commission Expires  
July 20, 1996  
Comm. No. CC 213714

CASH REBATING PROGRAM

## SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **29th** day of **July, 1994** from **Lucious L. Brown, Sr.** and **Sonya M. Brown**, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Dollars and no 00/100 (\$3,000.00)** which mortgage is recorded in Official Records Book **2805**, Page **0929**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Dollars and no 00/100 (\$3,000.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of **September**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by the  
Board of County Commissioners  
at their \_\_\_\_\_,  
2003, regular meeting.

\_\_\_\_\_  
County Attorney







444-27-94 NOV 10 1954 USDA

### Downpayment Assistance Program

**SECOND MORTGAGE NOTE**

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND DOLLARS (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. FIRST ST., SANFORD, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full..
- B. This debt shall be permanently forgiven twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (30) years (as applicable).

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

~~THE FIRST PAGE OF THE SECOND MORTGAGE DEED  
SEE MEMPHIS AIRTEL REBUTTAL AND MAKE A COPY HEREIN~~

### DEFAULT

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO  
SEMINOLE COUNTY  
AND IS EXEMPT FROM PAYMENT OF  
INTANGIBLE PERSONAL PROPERTY  
TAX AND DOCUMENTARY STAMP EXCISE  
TAX ON DOCUMENTS PURSUANT TO  
SECTIONS 420.513(1) AND 199.185(1)(d)  
FLORIDA STATUTES

This instrument was prepared by:  
DANIEL E. CORRIVEAU  
CHICAGO TITLE  
240 CROWN OAK CENTRE DR.  
LONGWOOD, FL 32750  
FILE NO.: LW 62144 SA

SEYMOUR CO. FL.

2805 0537

Special Agent  
HUGH POST

SEAFORD COUNTY

~~CONFIDENTIAL~~



JUN-27-94 MON 10:55 EUDA

P. 22

Downpayment Assistance Program

1. The sale of the subject home and real property, within twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within twenty (20) or thirty (30) years of the date of execution of this Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly forgiveness deduction.

MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

SEMINOLE COUNTY

ESEA HOUSING PROGRAM

SEMINOLE CO. FL

2805 0935

BOOK PAGE



## SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **3rd** day of **December, 1997** from **Stacy Morningstar**, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** which mortgage is recorded in Official Records Book **3338**, Page **1919**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of **September**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by the  
Board of County Commissioners  
at their \_\_\_\_\_,  
2003, regular meeting.

\_\_\_\_\_  
County Attorney

4576.00

W993408

Seminole County Homeownership Assistance Program**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the  
 30<sup>th</sup> day of December 1992 by and between Stacy Morningstar,  
 single person, hereinafter referred to the "Mortgagor" and Seminole County, a political  
 subdivision of the State of Florida, whose address is 1101 East First Street, Sanford,  
 Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"  
 include all parties to this instrument, the heirs, legal representatives  
 and assigns of individuals and the successors and assigns of  
 corporations; and the term "note" include in all the notes herein  
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in  
 consideration of the aggregate sum named in the Second Mortgage Note of even date  
 herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains,  
 sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of  
 which the Mortgagor is now seized and in possession situated in Seminole County,  
 Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments  
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto  
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly  
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority  
 to convey said land as aforesaid; that the Mortgagor will make such further assurances  
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be  
 required; that the Mortgagor hereby full warrants the title to said land and will defend  
 the same against the lawful claims of all persons whomsoever; and that said land is free  
 land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY  
 AND IS EXEMPT FROM PAYMENT OF INTANGIBLE  
 PERSONAL PROPERTY TAX AND DOCUMENTARY  
 STAMP EXCISE TAX ON DOCUMENTS PURSUANT  
 TO SECTIONS 420.513(1) AND 199.185(1)(d).  
 FLORIDA STATUTES

This instrument was prepared by:  
 AFTER RECORDING RETURN TO:  
 S.H.L.P. HOMEBUYER ASSISTANCE  
 PROGRAM - ATTN: SHARON SELF  
 4590 S. HWY 17-92  
 CASSELBERRY, FL 32707

1 of 5

OFFICIAL RECORDS  
 BOOK PAGE  
 3338 1919  
 SEMINOLE CO. FL

MARYANNE MORSE  
 CLERK OF CIRCUIT COURT  
 SEMINOLE COUNTY, FL  
 135395

RECORDED & VERIFIED  
 1997 DEC 10 PM 2:08

7/29/97  
 notcmg.doc

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

7/29/97  
seminole.doc

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the rescapture provisions of the Federal regulations in effect at the time of default.

3338 1921  
OFFICIAL RECORDS  
BOOK PAGE  
SEMINOLE CO. FL

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name: Stacy Morningstar

*Stacy Morningstar*

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

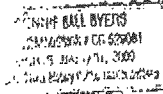
\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 3rd day of December, 1997  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared SLAVY MONROSE  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Driver License as identification and who  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Orme Ball Byer  
Name:  
Notary Public  
Serial Number  
Commission Expires:



OFFICIAL RECORDS  
BOOK PAGE  
338 1922  
SEMINOLE CO. FL

**Schedule A**

**Lot 9, Block (block), RICHEN LANE, PHASE 2, UNIT 7, according to plat thereof recorded in Plat Book 22, Page 74 and 22, Subdivisions of Seminole County, Florida.**

**3338 1923**  
**SEMINOLE CO. FL**  
**OFFICIAL RECORDS**  
**BOOK**

**File No: LW-9934-CB**



Seminole County Homeownership Assistance Program**EXHIBIT "B"  
SECOND MORTGAGE NOTE**AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars & NO/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

**DEFAULT**

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS  
BOOK 3338 PAGE 1924  
SEMINOLE CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
~~AFTER RECORDING RETURN TO:~~  
S.H.I.P. HOMEOWNER ASSISTANCE  
PROGRAM - ATTN: SHARON SELF  
490 S. US HWY 1  
CASTLEBERRY, FL 32707

3338 1925  
 OFFICIAL RECORDS  
 BOOK  
 SEMINOLE CO. FL

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

OFFICIAL RECORDS  
BOOK PAGE  
3338 1926  
SEMINOLE CO. FL

Print Name:

Print Name: Stacy Morningstar

*Stacy Morningstar*  
*Stacy Morningstar*  
Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 13 day of Dec, 1992  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Stacy Morningstar  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced Driver License as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

*Onno Bill Bies*  
Name:  
Notary Public  
Serial Number  
Commission Expires:

**SEMINOLE COUNTY  
HOME PROGRAM  
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT**

**Applicant(s):** Stacy Morningstar

**Property Address:** 179 Lakeside Circle  
Sanford, FL 32773

This Agreement is entered into this 25th day of September, 1997 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street Sanford, Florida, 32774 (hereinafter "COUNTY") and Stacy Morningstar, a single person (hereinafter "HOMEBUYER").

WITNESSETH:

**1. USE OF HOME FUNDS**

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

**2. AFFORDABILITY**

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

**3. REPAYMENTS**

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

**4. UNIFORM ADMINISTRATIVE REQUIREMENTS**

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

**5. PROJECT REQUIREMENT**

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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2/8/97

OFFICIAL RECORDS  
BOOK  
3338  
SEMINOLE  
FL  
927

**5. HOUSING AND QUALITY STANDARDS**

The property at [redacted] of initial occupancy by the HOMESBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

**7. OTHER PROGRAM REQUIREMENTS**

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
- ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
- ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
- ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
- ☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable

**8. AFFIRMATIVE MARKETING**

Not applicable due to the nature of the activity (HOMESBUYER program)

**9. CONDITIONS FOR RELIGIOUS ORGANIZATION**

Not applicable due to the nature of the activity (HOMESBUYER program)

**10. REQUESTS FOR DISBURSEMENT OF FUNDS**

The HOMESBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMESBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

**11. REVERSION OF ASSETS**

Not applicable as the homeowner is not a subrecipient.

**12. RECORDS AND REPORTS**

The COUNTY and HOMESBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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3/26/96

3338  
19  
SEMINOLE  
BOOK  
OFFICIAL RECORDS

## 3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

## 4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs. (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of 2 ten (10),    twenty (20) or    thirty (30) years, as applicable.

## 5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association, relationship involving the COUNTY.

SEMINOLE COUNTY, FLORIDA

WITNESS:

Mary Montgomerie

Gary E. Kaiser  
Gary E. Kaiser, County Manager

Date: \_\_\_\_\_

WITNESSES

Robert Owen  
Robert Owen

HOMEBUYER

Stacy Lynne Montgomerie

Date: 9.24.97

NOTARY AS TO HOMEBUYER(S):

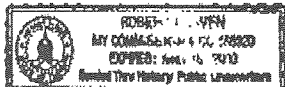
STATE OF FloridaCOUNTY OF Seminole

The foregoing instrument was acknowledged before me this 26 day of September  
1997 by Stacy Lynne Montgomerie who is personally  
known to me or who has produced Robert Owen as identification

Robert Owen

Print Name Robert Owen

Notary Public in and for the County and State aforementioned

My commission expires May 16, 2000

F:\m\m\m\m\m\m\m

62

2/25/98

## SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **24th** day of **January, 2000** from **Eileen M. White**, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** which mortgage is recorded in Official Records Book **3791**, Page **1237**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this \_\_\_\_ day of **September**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
Daryl G. McLain, Chairman

Date: \_\_\_\_\_

For the use and reliance  
Of Seminole County only.  
Approved as to form and  
legal sufficiency

As authorized for execution by the  
Board of County Commissioners  
at their \_\_\_\_\_,  
2003, regular meeting.

\_\_\_\_\_  
County Attorney

Moreland and Mendez, P.A., Trust Account

202 Lookout Place  
Maitland, FL 32751  
407-539-2121



Suntrust Bank  
200 S Orange Ave  
Orlando, FL 32801-3410  
407-237-4141

1240

Date 7/29/2003

63-215 / 631

Pay to the  
Order of

Seminole Co. Comm. Dev. Office (SHIP)

\$ \*\*3,500.00

Three Thousand Five Hundred and 00/100\*\*\*\*\* Dollars

Seminole Co. Comm. Dev. Office  
SHIP Payoff  
Attn: Annie W. Knight  
1101 East 1st Street, Suite 3301  
Sanford, FL 32771

Memo

⑈001240⑈ ⑆063102152⑆0665825634504⑈

Moreland and Mendez, P.A., Trust Account

1240

Seminole Co. Comm. Dev. Office (SHIP)  
PAYABLE FROM TRUST ACCT.

7/29/2003

3,500.00

SHIP Payoff  
Eileen White -  
SS# 349-48-7246  
Prop Address:  
180 Lombardy Rd.  
Winter Springs, FL 32708

07-31-03 A10:23 IN

Eileen White

3,500.00



**Seminole County Homeownership**  
**Assistance Program**  
**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the 24 day of JANUARY 2000 by and between Eileen M. White, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
**AFTER RECORDING RETURN TO:**  
**S.H.P. HOMEOWNERSHIP**  
**ASSISTANCE PROGRAM -**  
**ATTN: CHERI WRIGHT**  
**239 N. WESTMONTE DR., STE#1074**  
**ALTAMONTE SPRING, FL 32714**

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

3791 1238  
OFFICIAL SEMINOLE  
BOOK PAGE

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.

\_\_\_\_\_  
Print Name:

Eileen M. White  
Print Name: Eileen M. White

\_\_\_\_\_  
Print Name:

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STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24 day of January, ~~2003~~ 2004  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared EILEEN M. WHITE  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me (or have produced DRIVERS LICENSE as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Name:  
Notary Public  
Serial Number  
Commission Expires:



Susan M Little  
My Commission CC700819  
Expires December 7, 2004

SEMINOLE CO. FL

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EXHIBIT "A"  
LEGAL DESCRIPTION

Lot 1, Block 6, NORTH ORLANDO, SECOND ADDITION, as per plat  
thereof, recorded in Plat Book 12, Pages 55 through 57, Public  
Records of Seminole County, Florida

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# Seminole County Homeownership Assistance Program

## EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one), promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

### DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:  
AFTER RECORDING RETURN TO:  
S.H.P. HOMEOWNERSHIP  
ASSISTANCE PROGRAM -  
ATTN: CHERI WIGHT  
230 N. WESTMONTE DR., STE#1974  
ALTAMONTE SPRS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

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#### CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

#### MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:

Eileen M. White  
Print Name: Eileen M. White

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 24 day of January, 2000  
before me, an officer duly authorized in the State aforesaid and in the County aforesaid  
to take acknowledgments, personally appeared Eileen M. White  
and \_\_\_\_\_, who executed the foregoing instrument and who  
acknowledge before me that he/she/they executed the same and are personally known  
to me or have produced drivers license as identification and who did/  
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

[Signature]  
Name:  
Notary Public  
Serial Number  
Commission Expires:



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**EXHIBIT 'A'****LEGAL DESCRIPTION**

**Lot 1, Block 6, NORTH ORLANDO, SECOND ADDITION, as per plat  
thereof, recorded in Plat Book 12, Pages 55 through 57, Public  
Records of Seminole County, Florida**

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